

## ASSIGNMENT

THIS ASSIGNMENT is made by Pita WITEHIRA ("Assignor") of Devine Road, RD 3, Hamilton 2001, New Zealand to Deep Video Imaging Limited, ("Assignee") having a place of business at 1A Niall Burgess Drive, Mt Wellington, Auckland.

WHEREAS, Assignor has invented several new and useful inventions in the field of visual display technology as described in Schedule "A" to this Assignment for which various national phase patent applications have been filed.

WHEREAS, Assignor believes himself to be an inventor of the inventions disclosed and claimed in said applications for patent; and

WHEREAS, Assignor and Assignee have previously entered into a Settlement Agreement dated 1 March 2004 and a Reciprocal Deed of Restraint dated 31 March (the "Settlement"). Pursuant to the Settlement the business relating to the technology described in Schedule A was transferred to the Assignor and a further assurances clause was included whereby the Assignor agreed to formally assign all intellectual property in the business to the Assignee; and

WHEREAS, Assignee desires to acquire by formal, recordable assignment the entire worldwide right, title and interest in and to the patent applications listed in Schedule "A" to this Assignment, any corresponding patent applications, and any patents that may be granted for said inventions anywhere in Canada, the United States and throughout the world;

A handwritten signature in dark ink, appearing to be 'Jill', is located in the bottom right corner of the document.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, the entire worldwide right, title and interest in and to said inventions, said applications, and any patents that may be granted for said inventions in Canada, the United States and throughout the world, including the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise.

Further, Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, he and his legal representative(s) and assigns will do all lawful acts reasonably requested by the Assignee (and its successors and assigns), and whereby as a pre-condition to same the Assignor is at the time of such request able to be fully and effectively indemnified for the foregoing to the Assignor's reasonable satisfaction including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing any patent as may issue anywhere in the world for said inventions, and for perfecting, recording or maintaining the title of Assignee, its successors and assigns, to said inventions, said applications, and any patents granted for said inventions in Canada, the United States or anywhere in the world. The reasonable legal costs and expenses of the Assignor performing such reasonably requested acts will be borne by the Assignee.

Assignor represents and warrants that he has not granted and will not grant to any other any rights inconsistent with the rights granted herein.

Assignor authorizes and requests the Commissioner of Patents of Canada, the Commissioner of Patents and Trademarks of the United States and patent officials of all other countries to issue any Patent granted for said inventions, whether on said applications or on any subsequently filed division, continuation, continuation-in-part or reissue applications, to Assignee, its successors and assigns, as the assignee of the entire interest in said inventions.

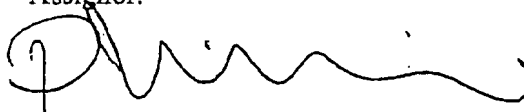
) The Assignor's reasonable legal costs and expenses to review, comment on and execute this Assignment will be borne by the Assignee.

A handwritten signature in black ink, consisting of stylized, overlapping loops and a long horizontal stroke at the bottom.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date written below.

Dated: 6.04, 2004

Assignor:

  
Pita WITEHIRA

STATEMENT OF WITNESS

I, Damon Chase declare that I was personally present and did see Pita WITEHIRA  
duly sign and execute the above assignment.

Witness: 

Witness name: DAMON CHASE

(printed)

Accepted by Assignee:

Dated: 6.04, 2004

   
DEEP VIDEO IMAGING LIMITED

Per: BRIAN HAY-SMITH

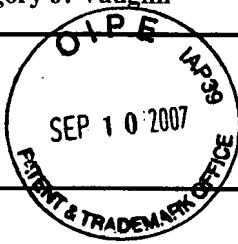
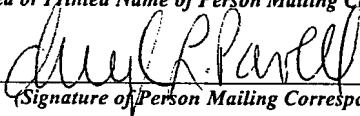
KRISTIN BOWMAN

Title: DIRECTOR

VP BUSINESS  
OPERATIONS  
by delegated  
authority

**Schedule A**  
**to the Assignment between**  
**Pita Witehira ("Assignor") and**  
**Deep Video Imaging Limited ("Assignee")**

NZ Application Number (filing date)	PCT Application Number	International Filing Date	Title	National Phase Applications (application number)
505800 (10 JUL 1998)	PCT/NZ98/00098	10 JUL 1998	A Multi Layer Display Device and Method for Displaying Images on Such a Display	USA (09/622,535) Canada (2,320,694) Europe (98932652.5) Australia (2003213467) China (98813714.3) Japan (3335998), (2001394917) Republic of Korea (2000-7009175) Mexico (7616) Singapore (74918) Israel (137628), (159669) Hong Kong (1107483.8)
505801 (23 FEB 1999)	PCT/NZ99/00021	23 FEB 1999	Improved Display	USA (09/622,409) Canada (2,329,702) Europe (99905385.3) Australia (740574) China (99803265.4) Japan (2000-533787) Republic of Korea (2000-700934) Mexico (007981) Singapore (2000 041 16-0) Israel (137627) Hong Kong (01101236.1)
516965 (1 AUG 2000)	PCT/NZ00/00143	1 AUG 2000	Interactive Three Dimensional Display with Layered Screens	USA (10/048,638) Canada (2,419,624) Australia (766049) Europe (00950117.2) Japan (2001-514620)
337332 (19 AUG 1999)	PCT/NZ00/00160	18 AUG 2000	Control of Depth Movement for Visual Display with Layered Screens	USA (10/049,272) Canada (2,420,081) Australia (769120) Europe (00955194.6) Japan (2001-519417)
518199 (18 AUG 2000)	PCT/NZ00/00161	18 AUG 2000	Display Method for Multiple Layered Screens	USA (10/048,966) Canada (2,420,082) Australia (769103) Europe (00955195.3) Japan (2001-519412)
337333 (18 AUG 2000), 518198 (18 AUG 2000)	PCT/NZ00/00162	18 AUG 2000	Data Display for Multiple Layered Screens	USA (10/049,271) Canada (2,419,719) Australia (769107) Europe (00955196.1) Japan (2001-519413)

<b>CERTIFICATE OF MAILING BY FIRST CLASS MAIL (37 CFR 1.8)</b>			Docket No. <b>Deep-5</b>	
Applicant(s): <b>Engel et al.</b>				
Application No. <b>10/049,271</b>	Filing Date <b>February 6, 2002</b>	Examiner <b>Gregory J. Vaughn</b>	Customer No. <b>28581</b>	Group Art Unit <b>2178</b>
Invention: <b>DATA DISPLAY WITH MULTIPLE LAYERED SCREENS</b>				
<div style="text-align: center;"></div>				
<p>I hereby certify that this <u>Assignment Recordation Cover Sheet, Assignment and Acknowledgment Postcard</u> (Identify type of correspondence)</p> <p>is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to "Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450" [37 CFR 1.8(a)] on <u>May 12, 2005</u> (Date)</p> <p style="text-align: right;"><u>Cheryl L. Powell</u> (Typed or Printed Name of Person Mailing Correspondence)</p> <p style="text-align: right;"> (Signature of Person Mailing Correspondence)</p>				
<p style="text-align: center;"><b>Note: Each paper must have its own certificate of mailing.</b></p>				



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

SEPTEMBER 21, 2005

PTAS



\*103005405A\*

JEFFREY M. CHAMBERLAIN, ESQ.  
DUANE MORRIS LLP  
P.O. BOX 5203  
PRINCETON, NJ 08543

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES DIVISION, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 05/16/2005

REEL/FRAME: 016563/0051  
NUMBER OF PAGES: 16

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).  
DOCKET NUMBER: DEEP-5

ASSIGNOR:

DEEP VIDEO IMAGING LIMITED

DOC DATE: 09/23/2004

ASSIGNEE:

PUREDEPTH LIMITED  
UNIT G, 24 MORRIN ROAD, PANMURE  
P.O. BOX 22113  
OTAHUHU AUCKLAND, NEW ZEALAND

SERIAL NUMBER: 10049271

FILING DATE: 02/06/2002

PATENT NUMBER:

ISSUE DATE:

TITLE: DATA DISPLAY FOR MULTIPLE LAYERED SCREENS

016563/0051 PAGE 2

LAZENA MARTIN, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS



5.16.05

cket No.: Deep-5

FORM PTO-1595 (Modified)  
(Rev. 03-01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
P08/REV03

RECC

05-18-2005

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

F



Tab settings

103005405

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Deep Video Imaging Limited

Additional names(s) of conveying party(ies)



2. Name and address of receiving party(ies):

Name: PureDepth Limited

Internal Address:

Street Address: Unit G, 24 Morrin Road, Panmure

P.O. Box 22113, Otahuhu

City: Auckland, New Zealand State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other \_\_\_\_\_

Execution Date: September 23, 2004

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

10/049,271

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey M. Chamberlain, Esq.

Internal Address: Duane Morris LLP

Street Address: P.O. Box 5203

05/17/2005 ECOOPER 00000228 502061 10049271

01 FC:8021 40.00 DA

City: Princeton State: NJ ZIP: 08543

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☒ Authorized to be charged to deposit account

8. Deposit account number:

50-2061

(Attach duplicate copy of this page if paying by deposit account)

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jeffrey M. Chamberlain, Esq.

Name of Person Signing

Signature

May 12, 2005

Date

Total number of pages including cover sheet, attachments, and document:

16

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services

Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

DEED OF ASSIGNMENT AND LICENCE OF  
INTELLECTUAL PROPERTY

between  
Deep Video Imaging Limited  
and  
PureDepth Limited



HESKETH HENRY  
Lawyers

2310457.hen

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Deed Of Assignment And Licence Of Intellectual Property

2004

Date: 23 September

Parties

1. Deep Video Imaging Limited ("Assignor")
2. PureDepth Limited ("Assignee")

Background

- A. Pursuant to an agreement for the Sale and Purchase of Intellectual Property between the Assignor and the Assignee dated on or about the date of this deed ("Sale Agreement"), the Assignor has agreed to sell and transfer to the Assignee on the Completion Date all Intellectual Property owned by the Assignor that is used in the Business and to assign all such Intellectual Property to the Assignee on the terms of this Deed.
- B. The Assignor hereby assigns the Intellectual Property to the Assignee and the Assignee hereby grants to the Assignor a licence of the Intellectual Property for the consideration and on the terms and conditions of this Deed.

Terms and Conditions

1. Definitions and Construction

Defined Terms

- 1.1 In this Deed, unless the context requires otherwise:

"Assignment" has the meaning given to that term in clause 2.1.

"Business" means the Assignor's business, including the development, marketing, licensing, distribution and sale of certain multi-layered screen technology and all associated products and services including any software and hardware used or developed in connection with such technology.

"Business Day" means any day of the week other than Saturday, Sunday and any statutory holiday in Auckland, New Zealand.

"Completion" means completion of the sale and purchase of the Intellectual Property and the contemporaneous issue of the Shares in accordance with the provisions of clause 2 of the Sale Agreement.

"Completion Date" means the date on which Completion occurs.

"Confidential Information" means, in respect of any party to this agreement (the "first party"), any and all proprietary information owned by or which is in the possession or under the control of the other party to this agreement (the "other party") and which is not in the public domain (or otherwise known to the other party without any breach of an obligation of confidence owed to the first party) including, but not limited to, ideas, records, price lists, technical and marketing data, know-how, trade secrets, strategies, designs or policies of or relating to the first party and which have been or may be disclosed to the other party.

"Encumbrance" means any rights of pre-emptive waiver, mortgage, lien, charge, encumbrance, security interest or other adverse interest.

"Intellectual Property" means any and all intellectual property rights and interests (including common law rights and interests) owned or held by the Assignor in New Zealand and internationally in connection with the Business, including:

- a. all or any formulae, methods, plans, data, drawings, specifications, characteristics, equipment designs, inventions, discoveries, improvements, know-how, experience, trade secrets, Confidential Information or other information (of a confidential nature or otherwise) used in, or developed for and/or in connection with the Business by past and present employees or contractors of the Assignor;
- b. trade marks, designs, patents (including those listed in Schedule 1) and service marks (in each case, whether registered or unregistered), applications for any of the foregoing and the rights to apply for them anywhere in the world, copyrights, trade names (including the name "PureDepth"), symbols and logos;
- c. all rights and interests of the Assignor under the Licence Agreements;
- d. all rights and interests of the Assignor under the Non-Disclosure Agreements;
- e. all rights and interests of the Assignor under the Memoranda of Understanding;
- f. all rights and interests of the Vendor in relation to any claims or legal proceedings in connection with the registration or protection of the Intellectual Property or any part of it which have arisen prior to Completion; and
- g. any and all other intellectual property developed by the Assignor, or its employees or contractors (acting in their capacity as such).

"Licence Agreements" means the licence agreements described in Part E of Schedule 1.

"Intellectual Property Improvements" has the meaning given to that term in clause 7.1.

"Licence" has the meaning given to that term in clause 3.1.

"Licence Fee" means the fee of \$ 100,000 payable annually by the Assignor to the Assignee in accordance with clause 5.1a.

"Memoranda of Understanding" means the memoranda of understanding described in Part G of Schedule 1.

"Non-Disclosure Agreements" means the non-disclosure agreements described in Part F of Schedule 1.

"Relevant Authorities" means the Intellectual Property Office of New Zealand and its counterpart offices or departments in all countries in which the Assignor owns Intellectual Property.

"Revenue Fee" means a fee representing a percentage of the net profits of the Assignor arising directly from the use, development or other exploitation of the Intellectual Property, to be negotiated by the Assignor and the Assignee subsequent to the date of this Deed and to be payable by the Assignor to the Assignee in accordance with clause 5.1b.

"Shares" means 1,000,000 ordinary shares of \$1.00 in the Assignee to be issued by the Assignee to the Assignor on the Completion Date pursuant to the Sale Agreement.

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"Warranties" means the warranties and representations given by the parties under clause 6 of the Sale Agreement.

## 1.2 Construction

1.3 In the construction of this Deed, unless the context requires otherwise:

- a. a reference to a clause is to a clause in this Deed;
- b. a reference to any document, including this Deed, includes a reference to that document as amended or replaced from time to time;
- c. a reference to "including" or "includes" means "including without limitation";
- d. headings appear as a matter of convenience and do not affect the construction of this Deed;
- e. a reference to a prohibition against doing anything includes a reference to not permitting, suffering or causing that thing to be done;
- f. where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- g. the singular includes the plural and vice versa, and words importing one gender include the other genders;
- h. a reference to a party to this Deed includes that party's successors and permitted assigns;
- i. a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporated;
- j. for the avoidance of doubt, any defined term shall have the same meaning throughout this Deed;
- k. a reference to an enactment or statutory regulation is a reference to that enactment or regulation as amended, or to any enactment or regulation that has been substituted for that enactment or regulation; and
- l. references to monetary amounts are to New Zealand currency.

## 2. Assignment

2.1 The Assignor hereby assigns to the Assignee all its right, title and interest in and to the Intellectual Property, the right to use the Intellectual Property, and all common law rights and all rights of action, powers and benefits in respect of the Intellectual Property, including the right to sue for damages and other remedies in respect of any infringement of the Intellectual Property occurring prior to the date of this Deed (the "Assignment").

## 3. Grant of Licence

3.1 In consideration for payment by the Assignor to the Assignee of the Licence Fee and (once agreed) the Revenue Fee, each in accordance with clause 5 but subject to the provisions of clause 3.3, the Assignee hereby grants to the Assignor a non-exclusive licence to use the Intellectual Property (and, in accordance with clause 7.2, any Intellectual Property Improvements) for any purpose in any jurisdiction (the "Licence").

- 3.2 Subject to termination of the Licence in accordance with clause 8, the Licence will be for a perpetual term.
- 3.3 The rights granted to the Assignor under the Licence are personal to the Assignor who shall not be permitted to transfer or assign any such rights without the express prior written consent of the Assignee, provided however, that the Assignor may, jointly with the Assignee only, grant sublicences of the Intellectual Property to third parties on terms and conditions acceptable to the Assignee.
4. **Effective Date**
  - 4.1 The Assignment will be effective on and from, and the Licence will commence on, the Completion Date.
5. **Payment of Licence Fee and Revenue Fee**
  - 5.1 In consideration for the grant of the Licence by the Assignee and the Assignee's obligations in relation to maintenance of the Intellectual Property and the Intellectual Property Improvements as set out in clause 6.4 below, the Assignor will pay to the Assignee:
    - a. the Licence Fee plus GST (if any) annually on each anniversary of the Completion Date or, if such day is not a Business Day, on the next succeeding Business Day; and
    - b. in any year (the first such year commencing on the date of this Agreement) in which the Assignor makes a net profit arising directly from the use, development or other exploitation of the Intellectual Property, the Revenue Fee, which will represent a percentage of such net profit, such percentage, the payment dates for such Revenue Fee and the precise meaning of "net profit" to be negotiated in good faith between the Assignor and the Assignee subsequent to the date of this Deed on an annual basis. *The initial percentage for next year of the Licence.*
6. **Covenants and Acknowledgments of the Assignor and the Assignee**
  - 6.1 The Assignor:
    - a. acknowledges, and the Assignee warrants, that upon satisfaction of the post-closing obligations of the Assignor set out in clause 5 of the Sale Agreement, the Assignee shall be the sole legal owner of the Intellectual Property and the Intellectual Property Improvements;
    - b. acknowledges that the Assignee makes no warranties (other than as to ownership as set out in paragraph a. above and as to maintenance as set out in clause 6.4) in relation to the Intellectual Property and the Intellectual Property Improvements and, in particular, acknowledges that the Assignee makes no warranty as to whether or not any third party rights are, as at the Completion Date, or will be, infringed by the Intellectual Property or the Intellectual Property Improvements or as to whether the Intellectual Property or the Intellectual Property Improvements are, as at the Completion Date, or will continue to be, valid;
    - c. undertakes not to, and will not, at any time challenge or otherwise call into question the validity of any of the Intellectual Property or the Intellectual Property Improvements; and
    - d. undertakes not to, and will not, take any action which may prejudice or harm the Intellectual Property or the ownership by the Assignee of the Intellectual Property or the Intellectual Property Improvements.

6.2 The Assignor will give notice in writing to the Assignee immediately upon learning of any infringement or threatened infringement of the Intellectual Property or the Intellectual Property Improvements.

6.3 In the event that activities are carried on by a third party which constitute an infringement of the Intellectual Property or the Intellectual Property Improvements or any part of it, then the Assignee, in consultation with the Assignor, will take action to stop the infringement as the Assignee sees fit. If the Assignor requires the Assignee to take action to stop such infringement and the Assignee thinks fit, the parties will share the expense of any action equally. If the Assignee does not take action to stop such infringement, the Assignor may take action on its own account and in its own name, or in the name of the Assignee if the Assignee consents, but the Assignor will pay, and will indemnify and keep indemnified the Assignee against, all costs and expenses in respect of any such action.

6.4 In consideration for payment by the Assignor to the Assignee of the Licence Fee and the Revenue Fee and without prejudice to clause 6.3 above, the Assignee undertakes to manage the portfolio comprising the Intellectual Property and the Intellectual Property Improvements. In managing the portfolio, the Assignee will maintain and protect its ownership, and the validity, of the Intellectual Property and the Intellectual Property Improvements for at least the duration of the Licence, except where the Assignee, either in its sole discretion or in consultation with the Assignor, determines that it is not necessary or not commercially viable to continue to maintain or protect the ownership and/or the validity of any particular aspect of the Intellectual Property or the Intellectual Property Improvements.

## 7. Intellectual Property Improvements

7.1 The Assignor acknowledges and agrees that any further developments it may make to the Intellectual Property (the "Intellectual Property Improvements") during the term of the Licence will belong solely and exclusively to the Assignee.

7.2 Any Intellectual Property Improvements made by the Assignor pursuant to the Assignor's exercise of its rights under the Licence will be assigned by the Assignor to the Assignee and, if required by the Assignee, the Assignor will execute a formal deed of assignment (and any other documentation necessary to effect such assignment, including powers of attorney and deeds of assignment from inventors) and the Assignee will have the sole right to apply for any patents and/or to obtain any copyright protection in respect of any such Intellectual Property Improvements. Notwithstanding the foregoing, any such Intellectual Property Improvements shall, upon their creation, automatically form part of the Intellectual Property licensed to the Assignor pursuant to the Licence in accordance with clause 3.1.

7.3 For the avoidance of doubt, clause 7.2 constitutes a written assignment by the Assignor to the Assignee of the Assignor's future copyright in any copyright works created during the course of the Licence.

## 8. Termination of Licence

8.1 Subject to clause 8.4, the Licence may be terminated by either party by written notice if the other party commits a material breach of the Licence and fails to remedy the breach within 20 Business Days of receipt of written notice from the other party requiring it to do so.

8.2 If:

- a. the Assignor has a person in the nature of an insolvency manager or receiver appointed for the whole or any part of its assets, or if an order is made or a resolution



is passed for its winding up (unless as a part of a scheme for reconstruction or amalgamation); or

- b. the Assignor takes any action or causes or induces or supports any action to call into question the validity of the Intellectual Property.

then the Assignee may by notice to the Assignor immediately terminate the Licence.

- 8.3 The Assignee may terminate the Licence by 20 Business Days' written notice to the Assignor for any reason whatsoever.

- 8.4 The Assignor may not cancel, terminate or withdraw from the Licence at any time during the twelve month period commencing on the Completion Date without incurring a penalty.

#### 9. Indemnity

- 9.1 The Assignor will indemnify and hold harmless the Assignee in respect of all liabilities, costs (including costs as between solicitor and client), losses (including economic), claims or demands arising out of or flowing from any material breach or negligent act or omission by the Assignor of the Licence, including any act or omission by any of the Assignor's employees, contractors or agents.

#### 10. Limitation of Liability

- 10.1 The Assignee will not be liable to the Assignor (or any third party) for any indirect, special, incidental, consequential or exemplary damages or losses suffered by the Assignor (or any third party) arising out of the terms of the Licence and whether attributable to contract, tort (including negligence) equity or otherwise.

#### 11. Assignment

- 11.1 The Assignor may not assign this Deed or the Licence without the prior written consent of the Assignee.

#### 12. Confidentiality

- 12.1 Neither party may disclose the provisions of this Deed or any Confidential Information of the other party, except:

- a. after obtaining the written consent of the other party; or
- b. as required by applicable law or a stock exchange or any court or government agency after submitting the information intended to be released for prior approval of the other party prior to such release, such prior approval not to be unreasonably withheld; or
- c. as required in connection with the enforcement of this Deed,

provided in all cases that each party must use its reasonable endeavours to ensure that all permitted disclosures are kept confidential by the party to whom the disclosure is made.

#### 13. Further Assurances

- 13.1 The Assignor and the Assignee will do all things and execute all documents necessary to obtain the full benefit of this Deed in accordance with its true intent including all things necessary to perfect the Assignment and to give effect to the grant of the Licence under this Deed.

14. **No Waiver**
- 14.1 No waiver or delay on the part of any party in exercising any power or right under this Deed will operate as a waiver, nor will any single or partial exercise of such right or power preclude any other or future exercise of the same, or any other right or power under this Deed.
15. **Severability**
- 15.1 If a provision of this Deed, or a right or remedy of any party under this Deed is invalid or unenforceable, the parties agree it shall be read down or severed to the extent of the invalidity or unenforceability.
16. **Entire agreement**
- 16.1 This Deed and the Sale Agreement record all matters relating to the Assignment and the Licence and shall supersede all previous arrangements whether oral, written or both relating to the Assignment and the Licence.
17. **Jurisdiction and Governing Law**
- 17.1 This Deed is governed by the laws of New Zealand and is subject to the non-exclusive jurisdiction of the courts of New Zealand.
18. **Counterparts**
- 18.1 This Deed may be executed in counterparts, all of which together will constitute one and the same instrument. Either party may execute this Deed by signing such counterpart. Any such counterpart may be provided to the other party by facsimile transmission with the intent that receipt by a party of a facsimile of any executed copy will be as binding and effective as receipt of the original.
19. **Costs**
- 19.1 The parties will meet their own costs in relation to the negotiation, preparation and implementation of this Deed.
20. **Notices**
- 20.1 Any notice produced under this Deed shall be in writing addressed to the other party according to the details designated by such other party in writing. Until any other designation is given, the contact details of each party are as set out in Schedule 2.
- 20.2 Delivery may be effected by hand, fastpost or airmail (with the postage prepaid), facsimile or email.
- 20.3 Any notice given under this Deed shall be deemed to have been received:
- at the time of delivery, if delivered by hand;
  - on the second Business Day after the date of mailing, if sent by fastpost or airmail with the postage prepaid;
  - on the day on which the transmission is sent, if sent by facsimile, provided that in any dispute between any of the parties over the fact of transmission, production by the sender of a confirmation of clear transmission shall be conclusive evidence of transmission and shall bind the parties accordingly; and

- d. In the case of an email, upon the earlier of:
- I. receipt by the sending party of confirmation of successful delivery; or
  - II. 2 Business Days after despatch, provided that the sending party does not receive any indication of failure or delay of delivery within 2 Business Days after despatch.

20.4 For the purposes of this clause 20, "despatch" occurs when the relevant email first leaves the sending party's network for delivery to the receiving party's network.

EXECUTED as a Deed:

Signed by Deep Video Imaging Limited:

B. HAYDO-SHITH

Director's signature

BRIAN HAYDO-SHITH

Director's full name

Director's signature

Director's full name

Signed by PureDepth Limited:

B. HAYDO-SHITH

Director's signature

BRIAN HAYDO-SHITH

Director's full name

Director's signature

Director's full name

d. In the case of an email, upon the earlier of:

- i. receipt by the sending party of confirmation of successful delivery; or
- ii. 2 Business Days after despatch, provided that the sending party does not receive any indication of failure or delay of delivery within 2 Business Days after despatch.

20.4 For the purposes of this clause 20, "despatch" occurs when the relevant email first leaves the sending party's network for delivery to the receiving party's network.

EXECUTED as a Deed:

Signed by Deep Video Imaging Limited:

  
Director's signature

Director's signature

David Hancock  
Director's full name

Director's full name

Signed by PureDepth Limited:

  
Director's signature

Director's signature

David Hancock  
Director's full name

Director's full name

**SCHEDULE 1**  
**Intellectual Property**

**PART A - PATENTS/PATENT APPLICATIONS**

All patent applications made in the name of Deep Video Imaging Limited (certain of which were applied for in the name of Power Beat International Limited and assigned to Deep Video Imaging Limited) are intended to be assigned to PureDepth Limited. This includes the following families/inventions (including their priority applications and all national phase applications based on the PCT/priority documents and all patents granted upon them):

PCT/NZ Application No.	Title	Inventive Title	Value
PCT/NZ98/00098	A Multi Layer Display Device and Method for Displaying...	Base Patent	██████████
PCT/NZ99/00021	Improved Display	Selective Diffuser	██████████
PCT/NZ00/00143	Interactive Three Dimensional Display...	Kiosk	██████████
PCT/NZ00/00161	Display Method for Multi Layered Screens	MLD Software	██████████
PCT/NZ00/00162	Data Display for Multi Layered Screens	MLD Spreadsheet	██████████
PCT/NZ00/00160	Control of Depth Movements for Visual Display...	Cursor Movement	██████████
PCT/NZ01/00258	Altering Surface of a Display from Matt to Optically Smooth	Lacquered Film	██████████
PCT/NZ02/00073	Optical Relarder	Optical Film	██████████
PCT/NZ02/00079	Information Display	Speed Reading	██████████
PCT/NZ02/00175	Improvement to Instrumentation	Instrumentation	██████████
PCT/NZ02/00243	Depth Fused Display	Depth Fusion	██████████
PCT/NZ02/00213	Visual Display Unit Illumination	PDA	██████████
PCT/NZ03/00046	Method to Control Point Spread Function of an Image	Point Spread	██████████

PCT/NZ Application No.	Title	Intellectual Property	Value
PCT/NZ03/00126	Dual Layer Stereoscopic Liquid Crystal Display	Stereoscopic Glasses	[REDACTED]
PCT/NZ03/00132	Enhanced Viewing Experience of a Display...	Contrast Control	[REDACTED]
PCT/NZ03/00133	Real Time Multi Layer Display	Tank	[REDACTED]
PCT/NZ03/00153	Improved Multi Layer Video Screen	Pixel Pattern	[REDACTED]
PCT/NZ03/00132	Multiview Display	Multiview Display	[REDACTED]
PCT/NZ03/00196	Autostereoscopic Image Display Apparatus	Lenticular Lens	[REDACTED]
PCT/NZ03/00215	Display Control System	Layer Assignment Interface	[REDACTED]
NZ526028	Backlighting System for a Display Screen	Backlight	[REDACTED]

US Granted No.	Title	Intellectual Property	Value
US5,086,354	Three Dimensional Optical Viewing System	Bass	[REDACTED]
US5,589,980	Three Dimensional Optical Viewing System	Bass	[REDACTED]
US5,956,180	Optical Viewing System for Asynchronous Overlaid Images	Bass	[REDACTED]

Without intending to limit the above and for the purposes of documentation only, the following patents have been granted on the basis of the above listed applications:

1. Control of Depth Movements for Visual Display with Layered Screen:

- a. Australian Granted Patent No. 67426/00;
- b. New Zealand Granted Patent No. 518200.

2. Interactive Three Dimensional Display:
  - a. Australian Granted Patent No. 63265/00;
  - b. New Zealand Granted Patent No. 516965.
3. Display Method for Multi Layered Screens:
  - a. Australian Granted Patent No. 67427/00;
  - b. New Zealand Granted Patent No. 518199.
4. Data Display for Multi Layered Screens:
  - a. Australian Granted Patent No. 67428/00;
  - b. New Zealand Granted Patent No. 518198.
5. Information Display:
  - a. New Zealand Granted Patent No. 511444.
6. A Multi Layer Display Device and Method for Displaying:
  - a. New Zealand Granted Patent No. 505800;
  - b. Singapore Granted Patent No. 2000-04117-8.
7. Improved Display:
  - a. New Zealand Granted Patent No. 505801;
  - b. Australian Granted Patent No. 740574;
  - c. Singapore Granted Patent No. 74918.
8. Altering Surface of a Display from Matt to Optically Smooth:
  - a. New Zealand Granted Patent No. 508258;
  - b. Taiwanese Granted Patent No. NI169308.

## 9. "Bass" Patents:

- a. US Granted Patent No. 5,086,354;
- b. US Granted Patent No. 5,589,980;
- c. US Granted Patent No. 5,956,180.

**PART B – TRADE MARKS/TRADE MARK APPLICATIONS – VALUE \$99,000**

All trade mark applications made in the name of Deep Video Imaging Limited are intended to be assigned to PureDepth Limited. This includes the following trade marks (including their priority applications and all national phase applications based on them and/or the priority applications and trade marks granted upon them):

PureDepth™ (NZ 713856)

ActualDepth™ (US 76/180,255, Japan 4715064, Singapore T00/21398Z)

Deep Video™ (US 76/424564)

Deep Video Imaging™ (NZ 314618 & 314619, US 76/117,814, Japan 2002-86652)

Grab Hold Buy™ (NZ 634932)

MLD™ (US 76/424,565, Japan 2002-86658)

**PART C – DESIGN RIGHTS/DESIGN RIGHT APPLICATIONS – VALUE \$500**

All design right applications made in the name of Deep Video Imaging Limited are intended to be assigned to PureDepth Limited. This includes the following design rights (including their priority applications and all national phase applications based on them and/or the priority applications and design rights granted upon them):

"Formworks Case" (NZ 400946)

"Transparent Case" (NZ 401425, Taiwan 90300148, 82394, US 29/144,607,D480,961)



**CERTIFICATE OF MAILING BY FIRST CLASS MAIL (37 CFR 1.8)**

Applicant(s): Engel et al.

Docket No.

Deep-5

Application No.

10/049,271

Filing Date

February 6, 2002

Examiner

Gregory J. Vaughn

Customer No.

28581

Group Art Unit

2178

Invention:

**DATA DISPLAY WITH MULTIPLE LAYERED SCREENS**

I hereby certify that this Assignment Recordation Cover Sheet, Assignment and Acknowledgment Postcard  
(Identify type of correspondence)

is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to "Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450" [37 CFR 1.8(a)] on May 12, 2005

(Date)

Cheryl L. Powell

(Typed or Printed Name of Person Mailing Correspondence)

  
(Signature of Person Mailing Correspondence)**Note: Each paper must have its own certificate of mailing.**



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

SEPTEMBER 20, 2005

PTAS



\*103005509A\*

JEFFREY M. CHAMBERLAIN, ESQ.  
DUANE MORRIS LLP  
P.O. BOX 5203  
PRINCETON, NJ 08543

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES DIVISION, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 05/16/2005

REEL/FRAME: 016559/0610  
NUMBER OF PAGES: 14

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).  
DOCKET NUMBER: DEEP-5

ASSIGNOR:

ENGEL, GABRIEL DAMON

DOC DATE: 09/10/2004

ASSIGNEE:

DEEP VIDEO IMAGING LIMITED  
1A NIAL BURGESS DRIVE  
MOUNT WELLINGTON  
AUCKLAND, NEW ZEALAND

SERIAL NUMBER: 10049271

FILING DATE: 02/06/2002

PATENT NUMBER:

ISSUE DATE:

TITLE: DATA DISPLAY FOR MULTIPLE LAYERED SCREENS

**DOCKETED**  
10.2.05

016559/0610 PAGE 2

KIMBERLY WHITE, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

05-18-2005

Tab settings



103005509

To the Director of the United States Patent and Trademark Office

red original documents or copy thereof.

1. Name of conveying party(ies):

Gabriel Damon Engel

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: September 10, 2004

2. Name and address of receiving party(ies):

Name: Deep Video Imaging Limited

Internal Address:

Street Address: 1a Niall Burgess Drive

Mount Wellington

City: Auckland, New Zealand State: ZIP:

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

10/049,271

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey M. Chamberlain, Esq.

Internal Address: Duane Morris LLP

Street Address: P.O. Box 5203

05/17/2005 ECDOPER 00000225 502061 10049271

01 FC:8021 40.00 DA

City: Princeton State: NJ ZIP: 08543

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☒ Authorized to be charged to deposit account

8. Deposit account number:

50-2061

(Attach duplicate copy of this page if paying by deposit account)

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jeffrey M. Chamberlain, Esq.

Name of Person Signing

Signature

May 12, 2005

Date

Total number of pages including cover sheet, attachments, and document:

14

# ASSIGNMENT OF AN INVENTION

**BETWEEN**

Gabriel Damon Engel, a US citizen of PO Box 1299, Hamilton, New Zealand  
("ASSIGNOR")

**AND**

Deep Video Imaging Limited, a New Zealand company of 1a Niall Burgess Drive, Mount Wellington, Auckland, New Zealand  
("ASSIGNEE")

**ON THE BASIS THAT-**

**1.0 DEFINED TERMS**

- 1.1 The term INVENTIONS means the inventions relating to Visual Display System, Depth Fused Display, Improvement to Instrumentation, Imaging System with Depth, Display Control System, Improved Imaging System, Data Display for Multiple Layered Screens, Visual Effects, Multi-View Display, Visual Display System, Visual Display Unit Illumination, A Multi-Layer Display, Method for Displaying Images on such a Display and an Improved Display, Method To Control Point Spread Function of an Image and Improved Multilayer Video Screen as detailed in Appendix A.
- 1.2 The term PATENT(S) means any patent application or letters patent relating to the INVENTIONS including without limitation those identified in Appendix A annexed hereto.
- 1.3 The term INTELLECTUAL PROPERTY RIGHTS shall mean all intellectual property rights associated with the INVENTION including the PATENT RIGHTS, the COPYRIGHT and the DESIGN RIGHTS, know-how and show how.
- 1.4 The term PATENT RIGHTS shall mean:
- 1.4-1 the right to apply for a patent or patents relating to the INVENTIONS or equivalent protection in any country of the world and to claim priority under

R. O. Chow

international convention from any such application(s) and the rights conferred by such patents or equivalent protection when granted; and

1.4-2 the rights conferred by the PATENT(S) including the right to claim priority under international convention and the right conferred by such PATENT(S) now and/or when granted.

1.5 The term DESIGN RIGHTS shall mean the right to apply for a registered design relating to the INVENTIONS or equivalent protection in any country of the world and to claim priority under international convention from any such applications and the rights conferred by such registered designs or equivalent protection when granted.

1.6 The term COPYRIGHT shall mean the property rights which exist in any COPYRIGHT WORK.

1.7 The term COPYRIGHT WORK shall refer to:

1.7-1 a work of any of the types described in Section 14 of the New Zealand Copyright Act 1994; and/or

1.7-2 a work in which copyright exists; and

which relates to the INVENTION.

1.8 The term MORAL RIGHTS shall refer to:

1.8-1 the rights described in Part IV of the New Zealand Copyright Act 1994; or

1.8-2 any similar rights to those referred to at 1.8-1 above, that may exist in countries or regions other than New Zealand.

1.9 The term TECHNICAL INFORMATION means all inventions, designs, drawings, tests, reports and procedures, models, manuals, formulae, tables of operating conditions and the like and all other knowledge and know-how relating to the foregoing, whether or not capable of being protected by patent or otherwise.

## **2.0 BACKGROUND**

- 2.1 The ASSIGNOR has alone or with others, prior to or during the course of employment by the ASSIGNEE devised the INVENTIONS.
- 2.2 The ASSIGNOR acknowledges that the ASSIGNEE is or should be the proprietor of the INVENTIONS and the INTELLECTUAL PROPERTY RIGHTS.
- 2.3 The ASSIGNOR has entered into the Agreement for Sale and Purchase of Shares in Deep Video Imaging Limited and Related Deed of Trust between the ASSIGNOR and K One W One Limited amongst other things pursuant to which the INVENTIONS and the INTELLECTUAL PROPERTY RIGHTS are to be assigned to the ASSIGNEE.
- 2.4 The ASSIGNOR has agreed to assign the INVENTIONS and the INTELLECTUAL PROPERTY RIGHTS to the ASSIGNEE on the terms described below.

## **IT IS AGREED THAT-**

### **3.0 THE ASSIGNMENT**

- 3.1 The ASSIGNOR hereby assigns the INVENTIONS, TECHNICAL INFORMATION and INTELLECTUAL PROPERTY RIGHTS to the ASSIGNEE.

### **4.0 CONSIDERATION**

- 4.1 In consideration for the assignment detailed in clause 3.1, the ASSIGNEE now pays to the ASSIGNOR the sum of NZ\$1(one), the receipt and sufficiency of which is acknowledged by the ASSIGNOR.

### **5.0 ASSIGNOR'S OBLIGATIONS**

- 5.1 The ASSIGNOR undertakes to execute any documents and authorisations, and depose to or swear any declaration or oath as may be requested by the ASSIGNEE for vesting absolutely all right, title and interest to the INTELLECTUAL PROPERTY RIGHTS in favour of the ASSIGNEE, and for conferring on the ASSIGNEE the right to take action against any third party who copies the INVENTION or infringes the INTELLECTUAL PROPERTY RIGHTS.

- 5.2 The ASSIGNOR, shall forthwith disclose to the ASSIGNEE all improvements in, modifications of or additions to the INVENTIONS devised or created by the ASSIGNOR while in the employ of the ASSIGNEE and/or under a commission for money or money's worth from the ASSIGNEE.
- 5.2-1 The ASSIGNOR shall assign to the ASSIGNEE upon request all INTELLECTUAL PROPERTY RIGHTS relating to all improvements in, modifications of or additions to the INVENTIONS devised, created while in the employ and/or under a commission for money or monies worth from the ASSIGNEE.
- 5.3 The ASSIGNOR hereby waives all its MORAL RIGHTS in relation to the COPYRIGHT.
- 5.4 At the request of the ASSIGNEE, the ASSIGNOR shall at ASSIGNEE'S expense execute all documents and do all acts necessary or convenient and reasonably requested by the ASSIGNEE (including, without limitation, sign true affidavits, declarations, take part in video and/or telephone conferences, hearings of intellectual property offices or court cases), to enable ASSIGNEE to:
- 5.4-1 make, prosecute or register in ASSIGNEE'S name an application for a patent, registered design, registered trade mark, plant variety rights or other intellectual property protection in respect of any of the INTELLECTUAL PROPERTY RIGHTS;
- 5.4-2 defend opposition proceedings in respect of any of the INTELLECTUAL PROPERTY RIGHTS against a third party or conduct opposition proceedings against a third party in respect of any application for intellectual property protection that may adversely affect ASSIGNEE'S ability to exploit the INTELLECTUAL PROPERTY RIGHTS;
- 5.4-3 defend proceedings in any court, tribunal or other forum which relate to the validity of any of protection obtained in respect of the INTELLECTUAL PROPERTY RIGHTS;
- 5.4-4 enforce the INTELLECTUAL PROPERTY RIGHTS including obtaining all such remedies as may be available for infringement of the INTELLECTUAL PROPERTY RIGHTS.



and whereby as a pre-condition to the same the ASSIGNOR is at the time of such request and, on an ongoing basis while the Assignor is assisting the Assignee able to be fully and effectively indemnified to the Assignor's reasonable satisfaction in relation to claims brought by third party's or otherwise arising directly as a result of ASSIGNOR complying its obligations under with clause 5.4.

- 5.5 The ASSIGNOR shall, at the request of the ASSIGNEE, and to the extent outstanding, furnish the ASSIGNEE with full details of and relating to the INVENTIONS, and the INTELLECTUAL PROPERTY RIGHTS (including the circumstances of invention, creation and/or design of same) and where possible all original versions of the INVENTIONS and the COPYRIGHT WORKS.
- 5.6 The ASSIGNOR agrees to treat as confidential all information relating to the INVENTIONS and/or the INTELLECTUAL PROPERTY RIGHTS and shall not use, disclose or publish same without the express prior written consent of the ASSIGNEE. Such obligations shall not extend to information which already is in or which enters the public domain through no fault of the ASSIGNOR. The ASSIGNOR agrees to seek prior clearance from the ASSIGNEE in any case of uncertainty.

#### 6.0 ASSIGNOR'S WARRANTIES


- 6.1 The ASSIGNOR warrants that to the best of its knowledge:

6.1-1 ASSIGNOR is the inventor or co-inventor of the INVENTIONS; and

6.1-2 There are no encumbrances or other matters affecting the ASSIGNOR'S capacity to assign the INVENTIONS and/or the INTELLECTUAL PROPERTY RIGHTS to the ASSIGNEE free of any encumbrances or interests whatsoever.

#### 7.0 GOVERNING LAW

- 7.1 This Assignment shall be governed by and construed in all respects in accordance with the laws of New Zealand.

A handwritten signature in black ink, appearing to be 'RSC' followed by a flourish.

Signed this 10<sup>th</sup> day of )

September 2004 by )

Gabriel Damon Engel by his )

duly authorised attorney:

Carolyn J McKillop  
~~GABRIEL DAMON ENGEL~~

Carolyn McKillop  
Solicitor  
Hamilton

in the presence of:

Helen Thomson

Witness Signature

HELEN ELIZABETH THOMSON

Name

LAW CLERK

Occupation

HAMILTON

Place

Signed this day of )

2004 for )

and on behalf of )

Deep Video Imaging Limited )

by its duly authorised officers\*

BRIAN MATO-SMITA

Name

B. Mato-Smita

Signature

DIRECTOR

Position

Name

Signature

Position

Witnessed by:

Kristin Bowman

Name

[Signature]

Signature

Solicitor

Occupation

Hamilton

Place

\* This Agreement must be signed by:

- a) Two or more directors of the company; or
- b) A single director of the company and a witness; or
- c) (If the company's constitution allows it), any other person and a witness; or
- d) One or more persons with a power of attorney to act on the company's behalf.



**CERTIFICATE OF NON-REVOCATION  
OF POWER OF ATTORNEY**

I, Carolyn Jane McKillop of Hamilton, Solicitor hereby certify that:

1. By Power of Attorney dated the 10<sup>th</sup> day of September 2004 Gabriel Damon Engel appointed me attorney on the terms and subject to the conditions, if any, set out in that Power of Attorney.
2. At the date of this certificate I have not received any notice or information of the revocation of that appointment by the death of Gabriel Damon Engel or otherwise.
3. At the date hereof Gabriel Damon Engel is currently out of Hamilton.
4. The Power of Attorney is in all respects in force at the date of this certificate.
5. I am authorised by the Power of Attorney to execute the annexed instrument.
6. The annexed instrument complies with all conditions and restrictions set out in the Power of Attorney, if any.

**SIGNED by**  
**Carolyn Jane McKillop**  
in the presence of:

} *Carolyn J. McKillop*

Witness' signature: *Helen Thomson*

Witness' name: HELEN ELIZABETH THOMSON

Occupation: LAW CLERK

Address: 4140 LIVERPOOL STREET  
HAMILTON

## **APPENDIX A**

**TITLE: VISUAL DISPLAY SYSTEM (CURSOR MOVEMENT)**

**Inventors: Gabriel Engel, Pita Witehira**

<b>Country</b>	<b>Application No. / Registration No.</b>	<b>Filing Date</b>
New Zealand	337332	19.08.1999
PCT	PCT/NZ00/00160	18.08.2000
Australia	769120	
Canada	2420081	
Europe	00955194.6	
USA	10/049,272	
Japan	2001-519417	
New Zealand	518200	

**TITLE: DEPTH FUSED DISPLAY (DEPTH FUSION)**

**Inventors: Gabriel Engel, Mark Searle, Gareth Bell**

<b>Country</b>	<b>Application No. / Registration No.</b>	<b>Filing Date</b>
New Zealand	515395	11.11.2002
PCT	PCT/NZ02/00243	11.11.2002
USA	10/841,133	

**TITLE: IMPROVEMENT TO INSTRUMENTATION (INSTRUMENTATION)**

**Inventors: Gabriel Engel**

<b>Country</b>	<b>Application No. / Registration No.</b>	<b>Filing Date</b>
New Zealand	514119	11.09.2002
PCT	PCT/NZ02/00175	11.09.2002
New Zealand	527910	
Japan	2003-527493	
USA	10/489,101	

**TITLE: IMAGING SYSTEM WITH DEPTH (KIOSK PATENT)****Inventors: Gabriel Engel, Pita Witehira**

<b>Country</b>	<b>Application No. / Registration No.</b>	<b>Filing Date</b>
New Zealand	516965	01.08.2000
PCT	PCT/00/00143	01.08.2000
Australia	766049	
Canada	2419624	
Europe	00950117.2	
USA	10,048/638	
Japan	2001-514620	

**TITLE: DISPLAY CONTROL SYSTEM (LAYER ASSIGNMENT INTERFACE)****Inventors: Gabriel Engel, Hamish McLeod, David Ferguson, Bruce Seymour**

<b>Country</b>	<b>Application No. / Registration No.</b>	<b>Filing Date</b>
New Zealand	525956	17.05.2004
PCT	PCT/NZ04/000092	17.05.2004

**TITLE: IMPROVED IMAGING SYSTEM (LENTICULAR LENS)****Inventors: Gabriel Engel**

<b>Country</b>	<b>Application No. / Registration No.</b>	<b>Filing Date</b>
New Zealand	521177	04.09.2003
PCT	PCT/NZ03/00196	04.09.2003
Taiwan	092124623	
Malaysia	PI 20033366	

Handwritten signature and initials, possibly 'C' and 'HT', with a large 'R' or '2' above them.

**TITLE: DATA DISPLAY FOR MULTIPLE LAYERED SCREENS (MULTI-DIMENSIONAL SPREADSHEET)**

**Inventors: Gabriel Engel, Pita Witehira**

<b>Country</b>	<b>Application No. / Registration No.</b>	<b>Filing Date</b>
New Zealand	337333	18.08.2000
PCT	PCT/NZ00/00162	18.08.2000
New Zealand	518198	18.08.2000
Australia	769107	
Europe	00955196.1	
USA	10/049,271	
Japan	2001-519413	
Canada	2419719	

**TITLE: VISUAL EFFECTS (MULTI-LEVEL SCREEN SOFTWARE)**

**Inventors: Gabriel Engel, Pita Witehira**

<b>Country</b>	<b>Application No. / Registration No.</b>	<b>Filing Date</b>
PCT	PCT/NZ00/00161	18.08.2000
Japan	2001-519412	
Australia	769103	
New Zealand	518199	18.08.2000
Europe	00955195.3	
USA	10/048,966	
Canada	2420082	

**TITLE: MULTI-VIEW DISPLAY**

**Inventors: Gabriel Engel**

<b>Country</b>	<b>Application No. / Registration No.</b>	<b>Filing Date</b>
New Zealand	521505	20.09.2003
PCT	PCT/NZ2003/000215	19.09.2003

*h9*  
*RET*

**TITLE: VISUAL DISPLAY SYSTEM (TOUCH SCREEN APPLICATION)**  
**Inventors: Gabriel Engel**


Country	Application No. / Registration No.	Filing Date
New Zealand	511120	10.04.2002
PCT	PCT/NZ02/00059	10.04.2002

**TITLE: VISUAL DISPLAY UNIT ILLUMINATION (PDA DISPLAY)**  
**Inventors: Gabriel Engel, Gareth Bell**

Country	Application No. / Registration No.	Filing Date
New Zealand	514500	11.10.2002
PCT	PCT/NZ02/00213	11.10.2002
USA	10/492,624	
New Zealand	532447	

**TITLE: A MULTI-LAYER DISPLAY AND METHOD FOR DISPLAYING IMAGES ON SUCH A  
DISPLAY (DEEP VIDEO IMAGING BASE PATENT)**  
**Inventors: Gabriel Engel, Pita Witehira**

Country	Application No. / Registration No.	Filing Date
PCT	PCT/NZ98/00098	10.7.1998
Europe	98932652.5	
Australia	2003213467	
Canada	2320694	
China	98813714.3	
Japan	3335998	
Republic of Korea	2000-7009175	
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New Zealand	505800	10.07.1998
Singapore	74918	
USA	09/622,535	
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Japan	2001394917	
Hong Kong	1107483.8	
Israel	159669	

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**TITLE: IMPROVED DISPLAY (SELECTIVE DIFFUSER)****Inventors: Gabriel Engel, Pita Witehira**

Country	Application No. / Registration No.	Filing Date
PCT	PCT/NZ99/00021	23.02.1999
Europe	99905385.3	
Australia	740574	
Canada	2,329,702	
China	99803265.4	
Japan	2000-533787	
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Mexico	007981	
New Zealand	505801	23.02.1999
Singapore	2000 041 16-0	
USA	09/622,409	
Israel	137627	
Hong Kong	01101236.1	

**TITLE: IMPROVED MULTILAYER VIDEO SCREEN (PIXEL PATTERN)****Inventors: Gabriel Engel, Gareth Paul Bell**

Country	Application No. / Registration No.	Filing Date
PCT	PCT/NZ03/000153	15.07.2003
New Zealand	520132	15.07.2002

**TITLE: METHOD TO CONTROL POINT SPREAD FUNCTION OF AN IMAGE (AOARD)****Inventors: Gabriel Engel, Gareth Paul Bell, Mark John Searle, Dan Evanicky**

Country	Application No. / Registration No.	Filing Date
PCT	PCT/NZ03/00046	17.03..2003

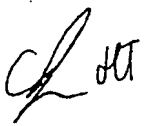
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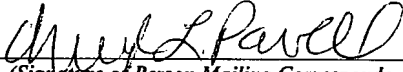


New Zealand	517457	17.03. 2002
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**TITLE: REAL-TIME MULTIPLE LAYER DISPLAY (REAL-TIME MLD)**  
**Inventors: Steven Traviss Smith, Gabriel Engel**

Country	Application No. / Registration No	Filing Date
PCT	NZ03/000133	25 June 03
NZ	519735	25 June 02

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<b>CERTIFICATE OF MAILING BY FIRST CLASS MAIL (37 CFR 1.8)</b>			Docket No. <b>Deep-5</b>	
Applicant(s): <b>Engel et al.</b>				
Application No. <b>10/049,271</b>	Filing Date <b>February 6, 2002</b>	Examiner <b>Gregory J. Vaughn</b>	Customer No. <b>28581</b>	Group Art Unit <b>2178</b>
Invention: <b>DATA DISPLAY WITH MULTIPLE LAYERED SCREENS</b>				
<p>I hereby certify that this <u>Assignment Recordation Cover Sheet, Assignment and Acknowledgment Postcard</u> (Identify type of correspondence)</p> <p>is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to "Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450" [37 CFR 1.8(a)] on <u>May 12, 2005</u> (Date)</p> <p><u>Cheryl L. Powell</u> (Typed or Printed Name of Person Mailing Correspondence)</p> <p><u></u> (Signature of Person Mailing Correspondence)</p> <p><b>Note: Each paper must have its own certificate of mailing.</b></p>				